

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK**

In re:

The Roman Catholic Diocese of Ogdensburg, New York

Debtor.

The Roman Catholic Diocese of Ogdensburg, New York
et al.,

Plaintiffs,

v.

Certain Underwriters at Lloyd's, London, Certain London Market Companies, Employers Insurance Company of Wausau (f/k/a Employers Insurance of Wausau A Mutual Company f/k/a Employers Mutual Liability Insurance Company of Wisconsin), Evanston Insurance Company as successor-in-interest to Associated International Insurance Company, Granite State Insurance Company, Insurance Company of North America, International Insurance Company, and Interstate Fire & Casualty Company,

Defendants.

Chapter 11

Case No. 23-60507

Adversary Proceeding

Case No. 23-80013

PARTIAL OBJECTION OF DEFENDANT EMPLOYERS INSURANCE COMPANY OF WAUSAU'S (F/K/A EMPLOYERS INSURANCE OF WAUSAU A MUTUAL COMPANY F/K/A EMPLOYERS MUTUAL LIABILITY INSURANCE COMPANY OF WISCONSIN)

**TO THE DIOCESE'S MOTION FOR ENTRY OF AN ORDER APPROVING
MEDIATION FEE AGREEMENT**

Defendant, Employers Insurance Company of Wausau (f/k/a Employers Insurance of Wausau A Mutual Company f/k/a Employers Mutual Liability Insurance Company of Wisconsin) (“Wausau”) submits this opposition to The Roman Catholic Diocese of Ogdensburg, New York’s (the “Diocese”) motion for entry of an order approving the mediation fee agreement.

Wausau does not object to Exhibit B of the Diocese’s motion, which is Christopher S. Sontchi’s fee agreement. Wausau’s objection is to the allocation of those fees among the various

interested parties. Specifically, the Diocese proposes that it will pay 50% of Mr. Sontchi's fees, while the defendants in this matter (the insurers) will split the other 50%. The allocation does not take into account the practical reality of what will occur at the mediations. For example, the Parties are scheduled to mediate with Mr. Sontchi on April 9-10, 2024. The mediation on April 9 will only involve the Diocese and the Official Committee of Unsecured Creditors. Our understanding is that sessions have already been held where the insurers were not invited to participate. We further anticipate additional sessions which do not involve the insurers. In fact, such sessions will likely involve discussions which are contrary to the insurers' interests. The Insurers will not be present at all, so it makes no sense that they would be paying any portion of Mr. Sontchi's fees where they have no involvement. Therefore, the Order regarding Mr. Sontchi's fees should specify that the Insurers only pay their share of 50% only for mediation sessions that involve them. Specifically paragraph 2 of the Diocese's Proposed Order (Doc. 412-1) should be amended to read

Pursuant to this Order, the NDNY Mediation Program, and the Fee Agreement, the Diocese is permitted to pay Judge Sontchi's fees and expenses pursuant to the Fee Agreement, and for mediation sessions in which the Insurers participate, Insurers to pay one-half of such fees and expenses to be reimbursed by the Defendants within thirty (30) days of the date of the Diocese's reimbursement request. For the avoidance of doubt, each of the seven (7) Defendants shall pay an equal 1/7 share of the total reimbursement required to be paid by the remaining Defendants. In the event that additional Defendants are added or dismissed to the Adversary Proceeding, the Diocese shall modify the share each of the Defendants shall pay accordingly.

Dated: Buffalo, New York
March 26, 2024

Respectfully submitted,
GOLDBERG SEGALLA LLP

s/ Jonathan Schapp
Jonathan Schapp, Esq.
Ashlyn M. Capote, Esq.
*Attorneys for Defendants Employers
Insurance Company of Wausau (f/k/a
Employers Insurance of Wausau A Mutual
Company f/k/a Employers Mutual Liability
Insurance Company of Wisconsin)*
665 Main Street
Buffalo, NY 14203-1425
716.566.5400
fax: 716.566.5401
jschapp@goldbergsegalla.com
acapote@goldbergsegalla.com